



City of Kenmore, WA

May 9 ,2016

Request for Proposals

City of Kenmore Public Works Services Analysis

RFP No. 16-C1547

Due by 4:00PM AM May 31, 2016

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kenmore, Washington for:

RFP #16-C1547 City of Kenmore Public Works Services Analysis

Contact Person: Jennifer Gordon, Public Works Operations Manager

Email Address: jgordon@kenmorewa.gov

Backup Contact Person: Kris Overleese, Public Works Director

Email: koverleese@kenmorewa.gov

Submittals Due: May 31, 2016 (no later than 4:00 p.m.)

Dates of Publication: Seattle Times and Daily Journal of Commerce, Monday May 9, 2016 and Monday May 16, 2016.

Submit Proposals to:

Physical Address:

City of Kenmore
Attn: Jennifer Gordon
18120 68th Ave NE
Kenmore, WA 98028

Mailing Address:

City of Kenmore
Attn: Jennifer Gordon
PO Box 82607
Kenmore, WA 98028

Proposals submitted after the due date or time will not be considered. Consultant accepts all risk of late delivery of mailed proposals, regardless of fault.

A detailed Request for Proposal (RFP) document, including general information, terms and conditions, requested services, and the proposal evaluation process is available from the Department of Public Works located at the above address or by calling (425) 984-6160. The RFP is also available on the City's website at www.kenmorewa.gov.

The City of Kenmore reserves the right to reject any and all submittals and waive the irregularities and informalities in the submittal and evaluation process. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, nationality, disability or sexual orientation. The successful Consultant must comply with the City of Kenmore's equal opportunity requirements.

Dated this 9th day of May, 2016

Section 1 - General Information

NOTICE:

Notice is hereby given that the City of Kenmore, Washington (the City) seeks Proposals in response to this Request for Proposals No. 16-C1547. A proposal submitted in response to **RFP #16-C1547** must be filed with the City at the physical address noted by May 31, 2016, no later than 4:00 P.M.

PURPOSE:

To evaluate the City's current Public Works delivery of services.

DURATION OF SERVICES:

The term of the Contract will be from approximately June 2016 to March 31, 2017. The Contract resulting from this RFP shall remain in effect until completion and final payment of the services described in the Contract, unless terminated earlier in accordance with the City's contractual policies.

RFP SCHEDULE:

(These dates are estimates and subject to change by the City)

Event	Date
RFP Release	May 9, 2016
Submittals Due	May 31, 2016
Interviews	Afternoon of June 9, 2016
Announce Apparently Successful Firm	Week of June 13, 2016
Anticipated Council Award	June 20, 2016

BACKGROUND INFORMATION:

Kenmore has been a community since the beginning of the 20th century yet is a relatively new city (incorporated in August of 1998) that lies within King County, with a population of just over 21,000. Much of the city, including arterial streets, developed under rural King County standards.

Since the City's incorporation in 1998, it's delivery of Public Works Services has been executed primarily through Interlocal Agreements with other agencies and contracts with private vendors. Over the years, the City has hired a small number of staff to take on some work previously done by contract, but the City continues to contract out most of the Public Works Services.

Outcome Goals

- Currently we have a large number of contracts to manage; look at streamlining and improving efficiency of contract management. Identify ways to save money and reduce costs.

- Evaluate existing Public Works (PW) contracts and determine whether we are getting fair value for dollars paid.
- Improve local control, predictability, and flexibility of our service delivery.
- Improve cost control, accountability, reporting, and ability to audit the contracts and services provided.
- Gain a better understanding of expected level of service vs. actual level of service, and whether there is a gap between the two.
- Evaluate workload generated by our level of service expectations and determine whether they match up with available resources.
- Longer term, evaluate the need to plan for and/or acquire future PW infrastructure assets, such as a property for a future PW shop facility

BRIEF SCOPE OF SERVICES:

The City desires the consultant to evaluate and provide a report to:

- Evaluate current service delivery/circumstances (includes inventory of Public Works Infrastructure): roads, surface water, parks, facilities, and fleet;
- Analysis and summary of existing Public Works contracts/service provision (in house and external);
- Evaluate existing contracts for level of service provided, value, reliability, and control;
- Facilitate level of service conversations with City leadership and Council;
- Analysis of future responsibilities/resources needed (SR 522 signals, etc.);
- Recommendations for short term service delivery modifications;
- Recommendations for next 5 years;
- Recommendations for 5-20 years;
- Including an implementation plan(s) with schedules/timeline; and
- Create a tool/strategy for staff to utilize when evaluating resources needed when workload is modified (new parks, facilities, infrastructure, surface water facilities, etc.).
- The City may use this team for implementation, contract negotiation, contract audits, performance evaluations, etc.

QUALIFICATIONS:

This project will require the firm/team to have the following qualifications:

- Experience with inventory and evaluation Public Works Services and Strategic Planning;
- Experience with data analysis of Public Works contracts and services to evaluate value, reliability, and level of control; and

- Project manager who is able to work without significant guidance, can provide strategic recommendations, and is able to communicate technical structural information to the community, city staff, and City Council.

SUBMITTAL REQUIREMENTS:

Responses to this RFP must include the following:

- Proposals limited to 15 single sided pages (front/back cover are not considered pages)
- The proposal must include a rate sheet that includes each proposed team member and their hourly rate (fully loaded: staff, overhead, profit, etc).
- Resumes for proposed team members may be included as an appendix to the proposal (does not count towards the page limit).
- Signed and dated Title VI Compliance Affidavit and Non-Collusion Certificate forms (does not count towards page limit).

REQUIRED NUMBER OF RFP's: 6 bound, electronic copy on disc (.pdf)

EVALUATION PROCEDURES: Submittals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Consultant's submittal and how well the qualifications of the team meet the needs of the City. The City prefers selecting one firm to lead a team for this project. However, the City may select more than one firm for components of this project.

EVALUATION CRITERIA:

Submittals will be evaluated by City staff based upon the responsiveness of the submittal to this RFP. Evaluations will be based on criteria outlined herein, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Consultants based on an evaluation of the Qualifications. All submittals will be evaluated using the same criteria and weighting.

Evaluations of the proposal will be based on the criteria listed below:

- Demonstrated understanding of Public Works service delivery and service provision options;
- Project Manager/Team Lead's overall experience managing projects and processes of this type, and project manager's ability to work well with the public, work without significant guidance, and provide and present strategic recommendations;
- Availability to immediately begin work and work within tight deadlines; and
- Team staff rates.

The City reserves the right to interview in person or not. The City reserves the right to interview as many firms as it wishes. Should the City interview, the criteria for the evaluation will be:

- Team's experience working together
- Team's ability to communicate clearly
- Team's overall experience with Public Works Services Analysis projects of this type
- Team's ability to facilitate level of service conversations
- Team's ability to complete the work in the timeline outlined

QUESTIONS:

Questions regarding this project may be directed to Jennifer Gordon via e-mail at jgordon@kenmorewa.gov. Please place "Public Works Services Analysis" in the subject line. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Any questions will be answered in writing and posted on the City's website at www.kenmorewa.gov. It is the responsibility of individual firms/teams to check the website for any amendments or Q & A's to this RFP.

CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:

Definitions:

Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.

Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

CONDUCT OF PARTICIPANTS: After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from lobbying any City employee, official or representative at any time during the blackout period.

SANCTIONS: The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

REJECTION OF SUBMITTALS: The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Consultants in the preparation and submission of their Statement of Qualifications. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDUMS: The City reserves the right to change the RFP schedule or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (www.Kenmorewa.gov). It is the Consultant's responsibility to confirm as to whether any addenda have been issued.

QUALIFICATION MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Consultant clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

Modification of a submittal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original submittal.

EXCEPTIONS: If Consultant(s) takes exception to any term or condition set forth in this RFP and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying Consultant's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

QUALIFICATION SIGNATURES: An authorized representative must sign submittals, with the Consultant's address, telephone and email information provided. Unsigned submittals may not be considered.

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. The Consultant selected as the apparently successful Consultant will be expected to enter into a contract with the City. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The City reserves the right to award multiple contracts to multiple Consultants for this scope of service if it is in the best interest of the City, or use a contract different from the sample City contract.

SECTION 2

TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Consultant(s) must comply with the City of Kenmore equal opportunity requirements. The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

TITLE VI: It is the City of Kenmore's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Consultant(s) shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

INDEMNIFICATION: The selected Consultant will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

BUSINESS REGISTRATION AND TAXATION: The Consultant(s) awarded the contract will be subject to City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

NON-ENDORSEMENT: As a result of the selection of a Consultant to supply products and/or services to the City, Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Consultant(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to

the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

ATTACHMENT "A": City of Kenmore Non-Collusion Certificate

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

RFP #15-C1363

(Name of Firm)

By: _____

(Authorized Signature)

Title: _____

Sworn to before me this _____ day of 2016.

Notary Public

CORPORATE SEAL:

ATTACHMENT "B" : Affidavit of Title VI Compliance

Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kenmore or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Kenmore or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Kenmore and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the City of Kenmore or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Kenmore enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**CITY OF KENMORE
AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI
COMPLIANCE**

RFP 16-C1547

_____ certifies that:
Consultant

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women's organizations, or
2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By:

(authorized signature)

Title:

Date:

